

**AMENDMENT NUMBER SEVEN
TO
AGREEMENT Z100000063
BETWEEN THE COUNTY OF ORANGE
AND
GLOBAL-TEL LINK INMATE TELEPHONE SERVICES**

This Amendment Number SEVEN, hereinafter referred to as ("AMENDMENT SEVEN") is made upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter "COUNTY," and Global Tel-Link Corporation, with a business address of 2609 Cameron Street, Mobile, AL 36607, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS the COUNTY and TCG Public Communications, Inc., a wholly owned subsidiary of AT&T Corporation, executed a CONTRACT for Inmate Telephone Services ("ORIGINAL AGREEMENT") effective June 3, 2003 through June 2, 2006;

WHEREAS, TCG Public Communications, Inc. was acquired by Global Tel-Link ("CONTRACTOR") in 2005;

WHEREAS, COUNTY and CONTRACTOR executed AMENDMENT NUMBER ONE to reflect an increase of 1% for a new Monthly Gross Revenue (MGR) of 54% and CONTRACTOR agreed to submit payment for this true up amount of \$3,336.38;

WHEREAS, COUNTY and CONTRACTOR executed AMENDMENT NUMBER TWO to renew the ORIGINAL AGREEMENT for an additional one (1) year term of June 3, 2006 through and including June 2, 2007;

WHEREAS, COUNTY and CONTRACTOR executed AMENDMENT NUMBER THREE to allow for a change-out of existing Tele-Quip inmate telephone platform for new GTL equipment, at no additional charge to the COUNTY, and in addition, to renew the ORIGINAL AGREEMENT for an additional one (1) year term of June 3, 2007 through and including June 2, 2008;

WHEREAS, COUNTY and CONTRACTOR executed AMENDMENT NUMBER FOUR to renew the ORIGINAL AGREEMENT for an additional one (1) year term of June 3, 2008 through and including June 2, 2009;

WHEREAS, COUNTY and CONTRACTOR executed AMENDMENT NUMBER FIVE to install and record one inmate phone at the Western Anaheim CMS Unit to be used for collect calls only and to reflect that the cost to operate and service the unit will outweigh any revenue generated and the COUNTY agreed that no commission will be collected at this location;

WHEREAS, COUNTY and CONTRACTOR executed AMENDMENT NUMBER SIX to renew the ORIGINAL AGREEMENT for an additional one (1) year term of June 3, 2009 through and including June 2, 2010;

WHEREAS, COUNTY desires to continue receiving services from CONTRACTOR for an additional one (1) year term and the CONTRACTOR has agreed to provide those services at the rates set forth in the CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

- I. The CONTRACT shall be renewed for one additional year period from June 3, 2010 through and including June 2, 2011. The period of 06/03/10 through and including 06/02/11 shall be known as Contract number **MA-060-10013187**. This Contract may be renewed for up to two (2) separate additional one (1) year terms, upon mutual agreement of both parties. The County does not have to give reason if it elects not to renew.
- II. CONTRACTOR, through past performance and express agreement herein, assumes the rights and obligations as set forth in the ORIGINAL AGREEMENT.
- III. A true and correct copy of the ORIGINAL AGREEMENT (Price Agreement Z1000000063) is incorporated by reference as EXHIBIT A.
- IV. A true and correct copy of AMENDMENT NUMBER ONE (Price Agreement Z1000000063) is incorporated by reference as EXHIBIT B.
- V. A true and correct copy of AMENDMENT NUMBER TWO (Price Agreement Z1000000063) is incorporated by reference as EXHIBIT C.
- VI. A true and correct copy of AMENDMENT NUMBER THREE (Price Agreement Z1000000063) is incorporated by reference as EXHIBIT D.
- VII. A true and correct copy of AMENDMENT NUMBER FOUR (Price Agreement Z1000000063) is incorporated by reference as EXHIBIT E.
- VIII. A true and correct copy of AMENDMENT NUMBER FIVE (Price Agreement Z1000000063) is incorporated by reference as EXHIBIT F.
- IX. A true and correct copy of AMENDMENT NUMBER SIX (Price Agreement Z1000000063) is incorporated by reference as EXHIBIT G
- X. All other terms and conditions of the CONTRACT, except as amended, herein shall remain unchanged, in full force and effect.

The parties hereto have executed this AMENDMENT SEVEN on the dates shown opposite their respective signatures.

Global Tel-Link Corporation

Date: 5/14/10 By: Jeff Haidinger 
Title: President, Services _____
Corporate Officer _____

Date: May 14, 2010 By: Teresa Ridgeway 
Title: Corporate Secretary _____
Corporate Officer _____

*If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

COUNTY OF ORANGE:

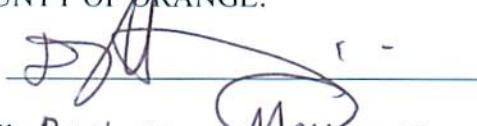
Date: 5/18/10 By: 
Title: Purchasing Manager

EXHIBIT A
ORIGINAL AGREEMENT (Price Agreement Number Z1000000063)

EXHIBIT B
AMENDMENT NUMBER ONE (Price Agreement Number Z1000000063)

EXHIBIT C
AMENDMENT NUMBER TWO (Price Agreement Number Z1000000063)

EXHIBIT D
AMENDMENT NUMBER THREE (Price Agreement Number Z1000000063)

EXHIBIT E
AMENDMENT NUMBER FOUR (Price Agreement Number Z1000000063)

EXHIBIT F
AMENDMENT NUMBER FIVE (Price Agreement Number Z1000000063)

EXHIBIT G
AMENDMENT NUMBER SIX (Price Agreement Number Z1000000063)